UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In Re:

CENTEREACH DEVELOPMENT CORP. — Case No. 815-70120-ast (Chapter 7)

Debtor

CRAIG GIARDINI AND TRACEY GIARDINI d/b/a CRAIGS CAR CARE CENTER,

Plaintiff

-against- — Adversary Proceeding No. 815-8013-ast

THE BANKRUPT ESTATE OF CENTEREACH DEVELOPMENT CORP., GULF OIL LIMITED PARTNERSHIP and CUMBERLAND FARMS, INC.,

Defendants
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ANSWER TO COUNTERCLAIMS

Craig Giardini and Tracey Giardini d/b/a Craigs Car Care Center ("Giardini") answer the counterclaims of Robert L. Pryor, Esq., the Chapter 7 Trustee of the Estate of Centereach Development Corp., as follows:

First Counterclaim

1. Paragraph No. 26 does not require a response. If a response is required, Giardini denies said allegation.

2. Giardini admits the first part of the allegations set forth in Paragraph No. 27. The actual order speaks for itself and Giardini disagrees with the "spin" that the Trustee is attempting to put on the terms and provisions of the Order.

3. Giardini denies the allegations made in Paragraph Nos. 28 and 29 of the Counterclaims.

Second Counterclaim

4. Paragraph No. 30 of the counterclaim does not require a response. If a response is required, said allegations are denied.

5. Giardini denies the allegations made in Paragraph No. 31 of the counterclaim.

6. Giardini admits the allegations made in Paragraph Nos. 32 and 33 of the counterclaim, but denies that Giardini willfully violated any part of the terms and provisions of the order.

7. Giardini denies the allegations made in Paragraph Nos. 34 and 35 of the counterclaim.

First Affirmative Defense

8. The counterclaims fail to state a cause of action for which relief can be granted.

Second Affirmative Defense

9. The Trustee has not demonstrated that any moneys are due and owing, and if so owing, the amount of moneys due and owing.

Third Affirmative Defense

10. The Debtor should still be holding moneys representing the Giardini security deposit pertaining to the initial lease agreement. If any moneys are due and owing to the Trustee, the Trustee must net out said moneys from the security deposit and refund the balance of the moneys representing the security deposit to Giardini, with an accounting of said moneys.

Fourth Affirmative Defense

11. The Trustee failed to provide proper notice of the sale of the master lease to the undersigned counsel, as the attorney for Giardini, notwithstanding the pendency of this adversary proceeding. Said lack of notice caused Giardini to fail to file a timely partial objection to the sale motion (Giardini had upon information and belief, believed that the notice was duly sent to the undersigned counsel), thereby possibly impairing the continued validity and vitality of the original lease agreement, the essence of this adversary proceeding.

12. The Trustee should be not be granted any relief for the damage that it may have caused Giardini.

WHEREFORE, Giardini respectfully requests this Honorable Court to deny the Trustee's counterclaims, and if granted, to require the Trustee to take out the moneys purportedly due and owing from the security deposit and to return the balance of the security deposit to Giardini, and for such other and further relief as is just and proper.

Dated: Hauppauge, New York
June 29, 2015

ZINKER & HERZBERG, LLP
Attorneys for the Plaintiffs-Counterclaim Defendants

By: /s/ Jeffrey Herzberg
Jeffrey Herzberg
300 Rabro Drive, Suite 114
Hauppauge, New York 11788
(631) 265-2133

Affirmation of Service

Jeffrey Herzberg, an attorney duly licensed to practice law in the courts of the State of New York, after being duly sworn on oath, and under the penalty of perjury, affirms that on June 29, 2015, he mailed a copy of the Answer to Counterclaims, by first class mail, under the jurisdiction of the United States Postal System, postage prepaid, to:

Anthony F. Giuliano, Esq.
Pryor & Mandelup, LLP
675 Old Country Road
Westbury, New York 11590

Dated: Hauppauge, New York
June 29, 2015

_/s/ Jeffrey Herzberg__________
Jeffrey Herzberg